

**From:** alsee  
**To:** Microsoft ATR  
**Date:** 11/17/01 3:08pm  
**Subject:** The public needs CHOICE

I don't want WindowsXP.

Most programs will soon only be available in XP only versions. I WILL HAVE NO CHOICE.

I might want to stay with Windows98.

Microsoft is terminating support for Win98 and older operating systems. I WILL HAVE NO CHOICE.

I don't want to inform Microsoft of my complete hardware configuration.

WinXP requires my info be sent to Microsoft in order to activate. I WILL HAVE NO CHOICE.

I don't want to inform Microsoft every time I upgrade my computer.

WinXP requires reactivation when I change hardware. I WILL HAVE NO CHOICE.

I do NOT want to give Microsoft authority to "automatically download[software] onto your computer" and I do NOT want to agree Microsoft may "disable your ability to copy and/or play [music/video]".

These OBSCENE clauses are in Microsoft's MEDIAPLAYER7. Some internet files are only supported by Microsoft's media player. I WILL HAVE NO CHOICE.

I do not want to give Microsoft my personal/password/creditcard data.

Microsoft is developing it's new ".NET" project to be inescapable online. I WILL HAVE NO CHOICE.

I am a PROGRAMMER. I would like to be able to write programs.

In order to receive "API, Documentation or Communications Protocol[s]" the proposed DOJ settlement requires that I have "reasonable business need", meet "standards established by Microsoft for certifying the authenticity and viability of [my] business", and to "submit, at [my] own expense ... to third-party verification, approved by Microsoft". As an individual, I WILL HAVE NO ABILITY.

And

In order for me to "exercise any of the options or alternatives expressly provided [me] under this Final Judgment" I may be required to pay "royalties or other payment of monetary consideration". As an individual, I WILL HAVE NO ABILITY.

These clauses benefit Microsoft, and in particular they penalize free software. Free software is currently Microsoft's biggest fear. Do not hand them a weapon.

I am concerned by any settlement clause that says "[anyone] may be required to grant to Microsoft ... any intellectual property rights". Microsoft has broken the law and should not receive additional rights as a reward. There is concern Microsoft may attempt to use this to attack the Gnu Public License. Do not hand them a weapon.

I am concerned that "Windows Operating System Product may invoke a Microsoft Middleware Product in any instance in which..." Software I CHOOSE NOT to use should NEVER be invoked!!!

I am concerned that Microsoft is not paying financial penalties for illegal tactics/profits.

I am concerned that Microsoft is not threatened with substantial and specific penalties for failure to comply.

I am concerned that Microsoft is not required to release API's for Windows prior to WinXP. Microsoft has certainly made/can make self-serving changes in WinXP in anticipation. Microsoft should be required to release full API documentation without qualification, starting at from Windows98 or earlier.

I am concerned that Microsoft will have influence over selection of 2/3 of the TC.

I am concerned that the TC will be under a gag order. "No member of the TC shall make any public statements".

I am concerned that Microsoft will be watched for only 5 years. In terms of Microsoft's business strategies is on the scale of the life span of one product - Windows98.

I am concerned that the DOJ is being pressured to accept a bad settlement, whereas Microsoft is quite happy to drag out the legal battle. This position is allowing Microsoft to make unreasonable demands.

Microsoft abuses proprietary file formats, communications protocols, and API's. These should be disclosed without qualification.

I am not a lawyer, however following section sounds to me like free reign to use anti-competitive tactics on any business that uses their upcoming ".NET" service:

"Nothing in this section shall prohibit Microsoft from entering into (a) any bona fide joint venture or (b) any joint development or joint services arrangement with any ISV, IHV, IAP, ICP, or OEM for a new product, technology or service, or any material value-add to an existing product, technology or service , in which both Microsoft and the ISV, IHV, IAP, ICP, or OEM contribute significant developer or other resources, that prohibits such entity from competing with the object of the joint venture or other arrangement for a reasonable period of time."